

A G. Contract No.: KR04-0108TRN  
ADOT ECS File No.: JPA 03-116-Amendment ONE  
Project: SR 101L Agua Fria Freeway  
Section: Bethany Home Road T I  
TRACS No.: H6405 01C  
Budget Source Item No.: City Funded

AMENDMENT NO. ONE (1)

C-5044-1

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GLENDALE

THIS AGREEMENT is entered into 25th April, 2005, Amendment ONE to JPA 03-116, AG Contract No.: KR04-0108TRN, filed 30 April, 2004, filed with the Secretary of State under No. 26804, pursuant to Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, ARIZONA, acting by and through its CITY MANAGER (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 and City Charter, Article 1, Section 3 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

The purpose of this Amendment is to include construction enhancements to the original Agreement executed on 30 April 2004, attached hereto and made a part hereof.

Paragraph 1.5 is added in full as follows:

5 The City has requested the State to include construction enhancements to the State's Bethany Home Road South-half Traffic Interchange (TI) project which includes roadway improvements, 16 inch waterline, and traffic signal for Bethany Home Road from State Route (SR) 101L to 99<sup>th</sup> Avenue as shown on Exhibit "C", hereinafter referred to as the "Construction Project", all at City's expense. The City will fund the Construction Project, in an estimated amount of \$723,964.67, including construction and engineering administration costs, as shown on Exhibit B, attached hereto and made a part hereof. The purpose of this Agreement is to define each party's responsibility.

#0/  
NO. 26804  
Filed with the Secretary of State  
Date Filed: 04/25/05

Janice K. Brewer  
Secretary of State

By: Kim D. Graenwald

**Paragraph I.6 is added in full as follows:**

6. The parties hereto agree to and acknowledge the following conditions: **a)** The estimated amounts referenced in this Agreement are subject to change and can change substantially; **b)** Both parties will perform their responsibilities consistent with this Agreement; **c)** Any change or modification to the Construction Project will only occur with the mutual Agreement of the City and the State; **e)** Any increase in the costs for the Construction Project will be born by the City.

**Paragraph I.7 is added in full as follows:**

7. Relative to the State's construction of City's 16 inch waterline referenced herein, it is understood that the State is acting as a third party ("an Agent") on behalf of the City and at no time is the State to be considered the owner of, operator of, or locator for the City's facilities.

**THEREFORE, Agreement JPA 03-116 is AMENDED** by the parties and agreed to herein as follows:

**II. SCOPE OF WORK**

1. The State shall:

**Paragraph II.1.j,k,l,m,n and o are added in full as follows :**

j. Upon execution of this Agreement, invoice the City \$723,964.67, (TRACS No : H6405 01C), which includes the estimated costs of the Construction Project and fixed percentages as depicted on Exhibit B.

k. Agree to be authorized agent for the City for the Construction Project. Prepare design plans, specifications and other such contract documents and services required for the bidding and construction of the Construction Project, and provide to the City for approval.

l. On behalf of the City and upon receipt of the City's written approval, call for bids, award one or more construction contracts to accomplish the Construction Project; administer same and make all payments to the contractor(s). Confer with the City on any contract modifications related to the Construction Project.

m. Upon completion of the Construction Project, perform the final inspection and notify the City in writing that the Construction Project has been constructed in accordance with the project documents.

n. Upon completion of the Construction Project, provide the City with a recapitulation of the Construction Project costs; invoice or reimburse the City any difference between the estimated amount paid by the City and the actual costs which includes fixed percentages as depicted on Exhibit B.

- o. Provide the City a set of as-built drawings upon completion of the Construction Project

2 The City shall:

**Paragraph II.2.i, j,k,l,m,n and o are added in full as follows :**

i. Upon execution of this Agreement and within 30 days of receipt of an invoice, remit to the State \$723,964.67 for the estimated costs of the Construction Project, (TRACS No.: H6405 01C), which includes the fixed percentages as depicted on Exhibit B.

j. Designate the State as authorized agent for the City, for the construction and administration of the Construction Project

k. Coordinate with the State, for the review of design plans, specifications and other such contract documents and services required for the Construction Project. Provide review comments as appropriate.

l. Be responsible for the necessary implementation of and costs for utility agreement(s) / relocation(s) and permits required for the Construction Project and all necessary utility relocations shall be completed prior to the award of the construction contract

m. Be responsible for any costs, for additional work requested by the City, and for any contractor claims for extra compensation due to delays or whatever reason associated with the Construction Project

n. Upon completion and acceptance of the Construction Project, reimburse the State if the actual costs incurred by the State for the Construction Project, exceeds the amount of the City's remittance, within 30 days after receipt of an invoice for the actual cost of the Construction Project, which includes fixed percentages as depicted on Exhibit B.

o. Upon completion and acceptance of the Construction Project by the State, be responsible to provide for, at its own cost and as an annual item in its budget, proper maintenance. The City's maintenance responsibility / limits are as shown on Exhibit C

### **III. MISCELLANEOUS PROVISIONS**

**Paragraph III.2 is deleted and replaced in full as follows:**

2. The terms, conditions and provisions shall remain in full force and effect until completion of both Project as defined in the original executed Agreement, Construction Project and related payment and/or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty-days (30) written notice to the other party. It is understood and agreed that, in the event this Agreement is terminated by the City, the State shall in no way be obligated to maintain said Construction Project.

**Paragraph III.5, 7 and 8 are deleted and replaced in full as follows:**

5 The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7 Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue

to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

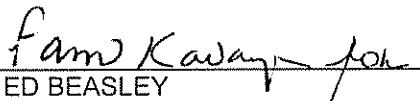
**EXCEPT AS AMENDED herein**, all other terms and conditions of the original Agreement remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

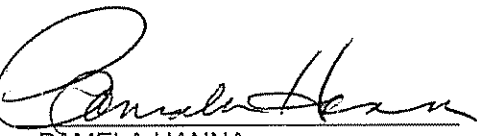
CITY OF GLENDALE, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By   
ED BEASLEY  
City Manager

By   
DANIEL S. LANCE, P.E.  
Deputy State Engineer

ATTEST

By   
PAMELA HANNA  
City Clerk

**EXHIBIT "B"**  
**SUMMARY OF IGA COSTS**  
  
**SR 101L - BETHANY HOME ROAD INTERCHANGE (BETHANY HOME ROAD - SR 101L - 99TH AVENUE)**  
**DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF GLENDALE**

ITEM	COST		DESCRIPTION
	DESIGN	CONSTRUCTION	
1 BETHANY HOME ROAD - SR 101L - 99TH AVENUE (TRACS No. H6405 01C)		\$723,964.67	This item includes; 1) Construction of Bethany Home Road from the western limits of the Portland Cement Concrete Pavement associated with the SR 101L / Bethany Home Road Traffic Interchange to 99th Avenue including pavement, curb, gutter sidewalk, storm drain, and street lighting; 2) Construction of a northbound right turn lane and southbound left turn lane on 99th Avenue at Bethany Home Road; 3) Construction of a traffic signal including all associated appurtenances at 99th Avenue and Bethany Home Road; and 4) Construction of a 16 inch water line extending from 99th Avenue to the right-of-way boundary on the east side of the Bethany Home Road Traffic Interchange.
ITEM 1 TOTAL:	\$0.00	\$723,964.67	(TRACS No. H6405 01C)

EXHIBIT 'B'  
ITEM 1 - IGA BACKUP

Engineer's Estimate  
JPA 03-116 Amendment One  
February 16, 2005

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
	ITEM 1 - BETHANY HOME ROAD - SR 101L TO 99TH AVENUE (TRACS No. H6405 01C)				
1	2020029 REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	428	\$ 3.00	\$ 1,284.00
2	2020101 REMOVE FENCE	L.FT.	565	\$ 3.00	\$ 1,695.84
3	2020201 SAW CUTTING	L.FT.	1,692	\$ 1.00	\$ 1,691.82
4	2030301 ROADWAY EXCAVATION	CU.YD.	1,510	\$ 7.00	\$ 10,570.00
5	2090005 FURNISH WATER	M.GAL.	400	\$ 5.00	\$ 2,000.00
6	3030022 AGGREGATE BASE, CLASS 2	CU.YD.	2,176	\$ 22.00	\$ 47,872.00
7	4040111 BITUMINOUS TACK COAT	TON	2	\$ 200.00	\$ 400.00
8	4040116 APPLY BITUMINOUS TACK COAT	TON	4	\$ 110.00	\$ 440.00
9	4040125 FOG COAT	TON	3	\$ 300.00	\$ 900.00
10	4040163 BLOTTER MATERIAL	TON	8	\$ 40.00	\$ 320.00
11	4060017 ASPHALTIC CONCRETE (SHRP)(END PRODUCT)(12.5mm)	TON	635	\$ 32.00	\$ 20,320.00
12	4060018 ASPHALTIC CONCRETE (SHRP)(END PRODUCT)(19mm)	TON	1,903	\$ 32.00	\$ 60,896.00
13	5011024 PIPE, REINFORCED CONCRETE, CLASS IV, 24"	L.FT.	502	\$ 55.00	\$ 27,610.00
14	5030272 CATCH BASIN, TYPE M-1 (L-6) (PHOENIX DET. P-1569)	EACH	3	\$ 2,300.00	\$ 6,900.00
15	5050065 MANHOLE (MAG DET. 520 & 522)	EACH	2	\$ 3,500.00	\$ 7,000.00
16	5050201 RESET FRAME AND COVER FOR MANHOLE	EACH	1	\$ 1,000.00	\$ 1,000.00
17	6071012 SIGN POST (COG TELSPAR)	L.FT.	136	\$ 10.00	\$ 1,360.00
18	6080010 SIGN PANEL (REGULATORY, WARN, OR MARKER W/TYPE P SHEET)	SQ.FT.	71	\$ 12.00	\$ 852.00
19	7015052 OBLITERATE PAVEMENT MARKING (STRIPE)	L.FT.	8,549	\$ 0.50	\$ 4,274.50
20	7016030 BARRICADE (TYPE II, VERT. PANEL, TUBULAR MARKER)	EACH-DAY	1,064	\$ 0.20	\$ 212.80
21	7016033 PORTABLE SIGN STANDS (SPRING TYPE)	EACH-DAY	28	\$ 0.75	\$ 21.00
22	7016035 WARNING LIGHTS (TYPE A)	EACH-DAY	280	\$ 0.15	\$ 42.00
23	7016037 WARNING LIGHTS (TYPE C)	EACH-DAY	1,064	\$ 0.30	\$ 319.20
24	7016039 EMBEDDED SIGN POST	EACH-DAY	280	\$ 0.10	\$ 28.00
25	7016051 TEMPORARY SIGN (LESS THAN 10 S.F.) (ALL SHEETING)	EACH-DAY	28	\$ 0.60	\$ 16.80
26	7016052 TEMPORARY SIGN (10 S.F. OR MORE) (ALL SHEETING)	EACH-DAY	280	\$ 0.60	\$ 168.00
27	7030015 OBJECT MARKER (4-M-3.01) (TYPE 1 OR 4) (ALL SHEETING)	EACH	2	\$ 100.00	\$ 200.00
28	7040070 PAVEMENT MARKING (WHITE THERMOPLASTIC) (ALKYD)(0.60")	L.FT.	9,183	\$ 0.20	\$ 1,836.60
29	7040071 PAVEMENT MARKING (YELLOW THERMOPLASTIC) (ALKYD)(0.60")	L.FT.	6,840	\$ 0.20	\$ 1,368.00
30	7040072 PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	372	\$ 1.00	\$ 372.00
31	7050023 PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	13	\$ 150.00	\$ 1,950.00
32	7060018 PAVEMENT MARKER, RAISED, TYPE G	EACH	231	\$ 3.50	\$ 808.50
33	7310090 POLE (TYPE H) (STANDARD BASE)	EACH	1	\$ 1,200.00	\$ 1,200.00
34	7310191 POLE (COG Q116)(DETAIL T 4-2)	EACH	3	\$ 3,000.00	\$ 9,000.00
35	7310192 POLE (SPECIAL) (COG TYPE P1)	EACH	6	\$ 1,200.00	\$ 7,200.00
36	7310270 POLE FOUNDATION (TYPE H) (STANDARD BASE)	EACH	1	\$ 850.00	\$ 850.00
37	7310372 POLE FOUNDATION (COG Q116)(DETAIL T 2-3)	EACH	3	\$ 1,500.00	\$ 4,500.00
38	7310373 POLE FOUNDATION (COG TYPE PF2)	EACH	6	\$ 800.00	\$ 4,800.00
39	7310521 MAST ARM (12 FT.) (TAPERED)	EACH	7	\$ 450.00	\$ 3,150.00
40	7310652 MAST ARM (COG Q116, 50"MAST ARM)(DETAIL T 4-2)	EACH	2	\$ 2,000.00	\$ 4,000.00
41	7310653 MAST ARM (COG Q116, 55"MAST ARM)(DETAIL T 4-2)	EACH	1	\$ 2,500.00	\$ 2,500.00
42	7310654 MAST ARM (12')(COG TYPE A6)	EACH	6	\$ 450.00	\$ 2,700.00
43	7320050 ELECTRICAL CONDUIT (2") (PVC)	L.FT.	1,200	\$ 4.00	\$ 4,800.00

EXHIBIT 'B'  
ITEM 1 - IGA BACKUP

Engineer's Estimate  
JPA 03-116 Amendment One  
February 16, 2005

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
1 7320070	ELECTRICAL CONDUIT (3") (PVC)	L.F.T.	180	\$ 5.00	\$ 900.00
2 7320090	ELECTRICAL CONDUIT (4") (PVC)	L.F.T.	20	\$ 10.00	\$ 200.00
3 7320291	ELECTRICAL CONDUIT (PVC)(CONCRETE ENCASED)(COG)(DETAIL T1-7)	L.F.T.	480	\$ 10.00	\$ 4,800.00
4 7320292	ELECTRICAL CONDUIT (COG 4" QUAD DUCT)	L.F.T.	2,090	\$ 15.00	\$ 31,350.00
5 7320400	PULL BOX (NO. 3 1/2)	EACH	6	\$ 200.00	\$ 1,200.00
6 7320421	PULL BOX (NO. 7) (WITH EXTENSION)	EACH	4	\$ 400.00	\$ 1,600.00
7 7320455	PULL BOX (NO. 9)	EACH	3	\$ 1,500.00	\$ 4,500.00
8 7320651	CONDUCTORS (TRAFFIC SIGNAL 99TH AVENUE)	L.SUM	1	\$ 5,000.00	\$ 5,000.00
9 7330061	TRAFFIC SIGNAL FACE (TYPE F) (COG)(DETAIL T6-1)	EACH	7	\$ 550.00	\$ 3,850.00
10 7330130	TRAFFIC SIGNAL FACE (TYPE Q)	EACH	2	\$ 550.00	\$ 1,100.00
11 7330401	TRAFFIC SIGNAL MOUNTING ASSEMBLY (COG TYPE I)(DETAIL T7-1)	EACH	7	\$ 75.00	\$ 525.00
12 7330403	TRAFFIC SIGNAL MOUNTING ASSEMBLY (COG TYPE V)(DETAIL T7-3)	EACH	2	\$ 300.00	\$ 600.00
13 7330524	SIGN ASSEMBLY (INTERNALLY ILLUMINATED STREET NAME SIGN)	EACH	4	\$ 1,000.00	\$ 4,000.00
14 7340101	CONTROL CABINET (COG TS2-TYPE 2 WITH ECONOLITE ASC/2S-2100 G2709)	EACH	1	\$ 15,000.00	\$ 15,000.00
15 7340300	CONTROL CABINET FOUNDATION	EACH	1	\$ 500.00	\$ 500.00
16 7350551	OPTICOM PRE-EMPTION UNIT	EACH	2	\$ 1,000.00	\$ 2,000.00
17 7350810	PRE-EMPT SENSORS	EACH	7	\$ 300.00	\$ 2,100.00
18 7360104	LUMINAIRE (COG TYPE F4)(250 WATT)	EACH	6	\$ 400.00	\$ 2,400.00
19 7360030	LUMINAIRE (HORIZONTAL MOUNT) (HPS 250 WATT)	EACH	6	\$ 400.00	\$ 2,400.00
20 7360235	LOAD CENTER CABINET (TESCO 24-200 PAD MOUNT)	EACH	1	\$ 7,500.00	\$ 7,500.00
21 7360240	LOAD CENTER CABINET FOUNDATION	EACH	1	\$ 800.00	\$ 800.00
22 8050003	SEEDING (CLASS II)	ACRE	1	\$ 2,200.00	\$ 2,200.00
23 8080221	GATE VALVE (6")	EACH	3	\$ 600.00	\$ 1,800.00
24 8080232	GATE VALVE (16")	EACH	3	\$ 3,500.00	\$ 10,500.00
25 8080651	FIRE HYDRANT	EACH	3	\$ 1,200.00	\$ 3,600.00
26 8080821	VALVE BOX (AND COVER MAG 391, TYPE C)	EACH	6	\$ 250.00	\$ 1,500.00
27 8081450	PIPE, DUCTILE IRON (16")(CLASS 50)	L.F.T.	1,304	\$ 95.00	\$ 123,880.00
28 9020004	CHAIN LINK FENCE, TYPE 1 (72")	L.F.T.	570	\$ 7.00	\$ 3,988.11
29 9080106	CONCRETE CURB & GUTTER, TYPE A (MAG DET. 220) (H=7")	L.F.T.	1,602	\$ 9.00	\$ 14,418.00
30 9080109	CONCRETE SINGLE CURB (TYPE A-1)(C-05.10)(H=7")	L.F.T.	969	\$ 8.00	\$ 7,752.00
31 9080241	CONCRETE SIDEWALK (MAG DET. 230 & 231)	SQ.FT.	6,861	\$ 2.50	\$ 17,152.50
32 9210012	MEDIAN PAVING (CONCRETE)	SQ.YD.	598	\$ 30.00	\$ 17,940.00
33 9240051	MISCELLANEOUS WORK (VIDEO IMAGING DETECTION SYSTEM BETHANY HOME AND 99TH AVE)	L.SUM	1	\$ 12,000.00	\$ 12,000.00
34 9240016	FORCE ACCOUNT WORK (PROVIDE ELECTRICAL SERVICES 99TH AVENUE)	L.SUM	1	\$ 5,000.00	\$ 5,000.00
35 9240120	MISCELLANEOUS WORK (CURB STOP MAG STD DET 390)	EACH	1	\$ 550.00	\$ 550.00
36					
37	SUBTOTAL ITEM 1 - BETHANY HOME ROAD SR 101L TO 99TH AVENUE				\$ 564,034.67
38					

EXHIBIT 'B'  
ITEM 1 - IGA BACKUP

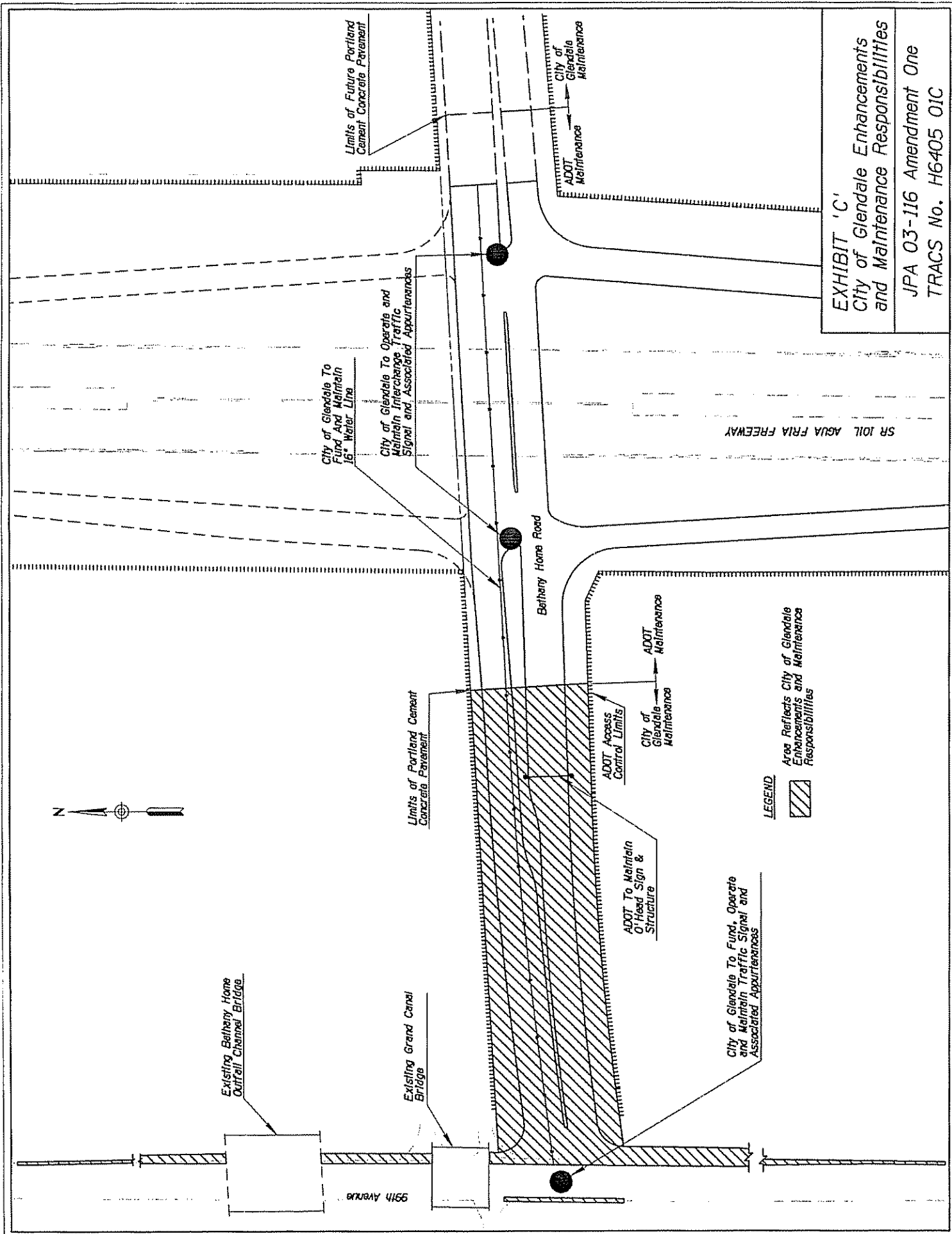
Engineer's Estimate  
JPA 03-116 Amendment One  
February 16, 2005

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
1	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup> .	L.SUM			
2	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup> .	L.SUM	1	1.00% \$	5,640.00
3	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup> .	L.SUM	1	1.00% \$	5,640.00
4	MOBILIZATION SHARE <sup>4</sup> .	L.SUM	1	10% \$	56,403.00
5	SUBTOTAL CONSTRUCTION COST (ITEM 1)			\$	631,717.67
6					
7					
8					
9	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			14% \$	88,440.00
10	DESIGN ENGINEERING <sup>6</sup> .				N/A
11	5% ENGINEERING ADMINISTRATION <sup>7</sup> .			5% \$	N/A
12					
13	ASPHALT MATERIAL QUALITY - GLENDALE	TONS	2538	\$ 1.50	3,807.00
14					
15	TOTAL ITEM 1 - BETHANY HOME ROAD SR 101L TO 99TH AVENUE			\$	723,964.67

Notes:

1. Maintenance of traffic items are included in the construction items cost estimates therefore no percentage is included.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed) on the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10% fixed) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated at 14%(fixed) of the City's construction cost.
6. Design Costs for this item paid by City of Glendale through separate contract.
7. Engineering Administration is calculated at 5% of the City design cost.





**EXHIBIT 'C'**  
 City of Glendale Enhancements  
 and Maintenance Responsibilities

JPA 03-116 Amendment One  
 TRACS No. H6405 OIC

RESOLUTION NO. 3837 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE (1) TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION ENHANCEMENTS TO THE BETHANY HOME ROAD SOUTH-HALF TRAFFIC INTERCHANGE PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

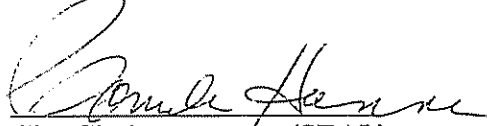
SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. One (1) to the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (**JPA 03-116-Amendment ONE**) be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.


PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22<sup>nd</sup> day of March, 2005.

  
MAYOR

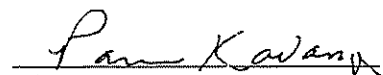
ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager

JPA 03-116 - AMENDMENT ONE

APPROVAL OF THE CITY OF GLENDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 22<sup>nd</sup> day of March, 2005

  
\_\_\_\_\_  
City Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8859


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR04-0108TRN (**JPA 03-116**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 20, 2005

TERRY GODDARD  
Attorney General

  
\_\_\_\_\_  
JEFFREY T. MURRAY  
Assistant Attorney General  
Transportation Section

JTM:dgr  
Attachment  
901435